

**FOR COUNTY USE ONLY**

E	New	Vendor Code			Dept.	Contract Number	
M	Change					95-590 A-1	
X	Cancel						
County Department					Dept.	Orgn.	Contractor's License No.
Transportation/Flood Control							
County Department Contract Representative					Ph. Ext.	Amount of Contract	
Ken A. Miller						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
Project Name			I/D				
County Medical Center			FY	\$			
Replacement Project			FY	\$			
			FY	\$			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
City of Colton, Daryl J. Parrish, Asst. City Manager

hereinafter called CITY

Address 650 No. LaCadena Drive  
Colton, CA 92324

Phone Birth Date

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**AMENDMENT NO. 1 TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF  
SAN BERNARDINO AND THE CITY OF COLTON  
COUNTY CONTRACT NO. 95-590**

WHEREAS, on June 27, 1995 the COUNTY and the CITY entered into a Memorandum of Understanding (MOU) for the construction of traffic mitigation and infrastructure improvements related to the County Medical Center Replacement Project; and

WHEREAS, the MOU had an express purpose of defining the role and responsibilities of the CITY and the COUNTY relative to funding, design, construction, and operation of various infrastructure facilities; and

WHEREAS, the MOU included provisions under Section 2.13 for the design and construction of Phase I and Phase II of Comprehensive Storm Drain Project 3-5 (CSDP 3-5); and

WHEREAS, the MOU included provisions under Section 2.9 for the CITY to be the lead agency for all aspects of design, construction documents, bid award, construction, and administration of various infrastructure facilities including CSDP 3-5; and

WHEREAS, portions of CSDP 3-5 identified as Phase I, have been accomplished; and

WHEREAS, the CITY and the COUNTY are desirous of moving forward with CSDP 3-5, Phase II, including pre-design, design, environmental studies, and right-of-way acquisition; and

WHEREAS, the CITY desires to clarify MOU Section 2.13 by making two additions in language; and

WHEREAS, the County desires to modify MOU Section 2.9 regarding the lead agency's responsibility.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AMEND THE MOU AS FOLLOWS:

Section 2.13 is hereby amended to include the following additional language:

2.13-1 The CITY will only be required to reimburse the COUNTY for those portions of the project that would normally be funded by development fees collected by the CITY.

2.13-2 The portion of the project funded by the COUNTY will immediately be incumbered upon approval of this Amendment to begin additional pre-design, design, environmental and right-of-way acquisition work to get this project moving forward.

Section 2.9 is hereby amended to include the following additional language:

2.9-1 For CSDP 3-5, Phase II, the CITY will be the lead agency for pre-design, design, environmental, and right-of-way acquisition work. When funding is available for construction for any or all of CSDP 3-5, Phase II, the COUNTY will be the lead for bid solicitation, construction contract award, and contract administration. The CITY agrees that the COUNTY may contract with its Flood Control District to perform these COUNTY obligations.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed and attested to by the proper officers thereunto duly authorized, and their official seals affixed hereto.

COUNTY OF SAN BERNARDINO

<p>_____ Chairman, Board of Supervisors</p> <p>Dated _____</p>     <p>By _____ <i>Deputy</i></p>	<p>CITY OF COLTON _____ <i>(State if corporation, company, etc.)</i></p> <p>By _____ <i>(Authorized Signature)</i></p> <p>Dated _____</p> <p>Title _____</p> <p>Address _____</p>  <p>_____</p>
---	---

<p>Approved as to Legal Form</p> <p>_____ County Counsel</p> <p>Date _____</p>	<p>Reviewed as to Affirmative Action</p> <p>_____ Date _____</p>	<p>Reviewed for Processing</p> <p>_____ Agency Administrator/CAO</p> <p>Date _____</p>
--	--	--